

MARINE PRODUCE AUSTRALIA LIMITED
ACN 091 805 480

CONSTITUTION

*This is the Constitution adopted at a general meeting held
on the 6th day of July 2000*

Corporations Law
Public Company Limited by Shares



WHITTLE TECHNOLOGY LIMITED

ACN 095 805 480

CONSTITUTION

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INTRODUCTION

1. REPLACEABLE RULES EXCLUDED

- 1.1. The replaceable rules contained in the Law do not apply to the Company.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Constitution:

- 2.1.1. “**ASX**” means Australian Stock Exchange Limited;
- 2.1.2. “**auditor**” means any person appointed for the time being to perform the duties of an auditor of the Company;
- 2.1.3. “**Business Day**” has the meaning given by the Listing Rules;
- 2.1.4. “**Company**” means Whittle Technology Limited ACN 095 805 480;
- 2.1.5. “**Constitution**” means the constitution of the Company in force from time to time and references to particular rules have a corresponding meaning;
- 2.1.6. “**Director**” means a director for the time being of the Company and, where appropriate, includes an alternate director;
- 2.1.7. “**Directors**” means the directors for the time being of the Company or the directors assembled as a board;
- 2.1.8. “**dividend**” includes bonus issues;
- 2.1.9. “**Executive Director**” means a director in full-time employment of the Company or any subsidiary or related corporation other than a Managing Director;
- 2.1.10. “**Law**” means the Corporations Law and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
- 2.1.11. “**Listing Rules**” means the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express waiver by ASX;
- 2.1.12. “**Managing Director**” means any person appointed to perform the duties of Managing Director of the Company;
- 2.1.13. “**Member**”, “**Shareholder**” or “**Holder**” means any person entered in the Register as a member for the time being of the Company;
- 2.1.14. “**member present**” means a Member present at any general meeting of the Company in person or by proxy or attorney or, in the case of a body corporate, by a duly appointed representative;
- 2.1.15. “**month**” means calendar month;
- 2.1.16. “**Office**” means the registered office for the time being of the Company;
- 2.1.17. “**Official List**” means the official list of entities that ASX has admitted and not removed;
- 2.1.18. “**Register**” means the register of members to be kept pursuant to the Law;
- 2.1.19. “**representative**” means a person authorised to act as a representative of a body corporate pursuant to section 250D of the Law;
- 2.1.20. “**Restricted Securities**” has the meaning given by the Listing Rules;

- 2.1.21. "SCH" means ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532;
- 2.1.22. "SCH Business Rules" has the meaning given by the Law;
- 2.1.23. "Seal" means the common seal of the Company and includes any share seal, certificate seal or official seal of the Company;
- 2.1.24. "Secretary" means any person appointed to perform the duties of secretary of the Company and any person appointed to act temporarily as Secretary;
- 2.1.25. "securities" has the meaning given by the Listing Rules; and
- 2.2. Words and expressions carrying out particular meaning in a particular context in the Listing Rules, the SCH Business Rules or the Law will, unless otherwise specified in these rules, have the same meaning in an equivalent context in these rules.
- 2.3. In these rules, unless the context otherwise requires, a reference to the Listing Rules and the SCH Business Rules is a reference to those rules as modified or amended from time to time.
- 2.4. Headings are for convenience only and do not affect the interpretation of this Constitution.
- 2.5. Reference to one gender includes each other gender.
- 2.6. The singular includes the plural and the plural includes the singular.
- 2.7. The word "person" includes a body corporate.
- 2.8. A reference to "including" shall be construed as if " , without limitation, " appears immediately thereafter.

CAPITAL AND VARIATION OF RIGHTS

3. CAPITAL AND CONTROL OF ISSUE OF SHARES

- 3.1. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Law and the Listing Rules, the issue of further shares in the Company is under the control of the Directors.
- 3.2. The Directors may allot or otherwise dispose of any unissued shares to such persons at such times and on such terms and conditions and having attached to them such preferred, deferred or such other special rights or such restrictions as the Directors think fit.
- 3.3. Subject to the Law, the Directors may grant to any person options or other securities with rights of conversion to shares or pre-emptive rights to any shares for any consideration and for any period.
- 3.4. Subject to the Law, any preference shares may, with the sanction of a resolution of the Company in general meeting, be issued on the terms that they are, or at the option of the Company are, liable to be redeemed.
- 3.5. The rights and conditions attaching to preference shares shall be as expressed in this Constitution (and for the avoidance of doubt this may be done by appending to this Constitution a schedule setting out those terms).
- 3.6. The Company must not in any way prevent, delay or interfere with the issue of securities following the exercise, conversion or paying up of any security quoted on ASX, except as permitted by the Listing Rules.

4. VARIATION OF RIGHTS

- 4.1. If at any time different classes of shares are issued, the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holder or holders of 3/4 of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class which variation shall take effect in accordance with sections 246D and 246E of the Law.
- 4.2. The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with the necessary changes to every such separate meeting except that:
- 4.2.1. a quorum is constituted by 2 Members present (unless a person holds the whole of the issued shares of the class, in which case a quorum is constituted by 1 Member); and
- 4.2.2. any Member who holds or represents shares of the class may demand a poll.
- 4.3. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first mentioned shares.

5. UNMARKETABLE PARCELS

- 5.1. In this rule 5:
- 5.1.1. “**Marketable Parcel**” of the relevant securities has the meaning given by the Listing Rules;
- 5.1.2. “**Minority Member**” means the holder of less than a Marketable Parcel of the relevant securities;
- 5.1.3. “**Notice**” means the written notice given to Minority Members in accordance with rule 5.2;
- 5.1.4. “**Notice Date**” means the date of the Notice sent by the Company to a Minority Member advising that the Company intends to sell that Minority Member’s securities on that Member’s behalf under rule 5.2;
- 5.1.5. “**Purchaser**” means the person or persons (including a Member or Members) to whom the relevant securities are disposed or sold in accordance with rule 5.2; and
- 5.1.6. “**Sale Consideration**” means the proceeds of any sale or other disposal of the relevant securities of a Minority Member pursuant to this rule 5.
- 5.2. Subject to the Listing Rules, the Company is entitled to sell securities of a Minority Member on the following conditions:
- 5.2.1. the Company must give to the Minority Member a Notice that the Company intends to invoke the power of sale contained in this rule 5;
- 5.2.2. the Minority Member must be given at least 6 weeks from the Notice Date in which to advise the Company that the Member wishes to retain the Member’s security holding;

- 5.2.3. if the Minority Member advises the Company under rule 5.2.2 that the Member wishes to retain the Member's security holding, the Company must not sell it; and
- 5.2.4. subject to rule 5.2.3, at the expiry of the 6 week period, the Company is entitled to sell any security holding of the Minority Member which is, at the date of sale, less than a Marketable Parcel.
- 5.3. For the purposes of the sale of securities under this rule 5 each Minority Member appoints the Company:
 - 5.3.1. as the Minority Member's agent to sell or otherwise dispose of all of the Minority Member's relevant securities at such price or consideration, on such other terms, in such manner, and at such times as the Directors think fit;
 - 5.3.2. as the Minority Member's agent to receive the Sale Consideration on behalf of the Minority Member; and
 - 5.3.3. and each of its Directors jointly and severally, as the Minority Member's attorneys in that Member's name and on that Member's behalf to effect all transfer documents, deeds or other documents or instruments necessary to transfer the relevant securities from the Minority Member to the Purchaser.
- 5.4. The Company must bear all costs of and incidental to the sale of security holdings under this rule 5.
- 5.5. The Purchaser is not bound to see to the regularity of the actions and proceedings of the Company under this rule 5 or to the application of the Sale Consideration in respect of a Minority Member's relevant securities. After the Purchaser's name is entered in the Register in respect of the relevant securities the validity of the sale or other disposal may not be impeached by any person and the remedy of any person aggrieved by the sale or other disposal is in damages only and against the Company exclusively. The title of the Purchaser is not affected by any irregularity or invalidity in connection with the sale or disposal of the relevant securities to the Purchaser.
- 5.6. Subject to rule 5.7, with respect to the receipt and payment of the Sale Consideration:
 - 5.6.1. the Sale Consideration must be received and held by the Company in trust (for the Minority Members whose securities are sold under this rule 5 pending distribution of the Sale Consideration) in a bank account opened and maintained by the Company for that purpose only;
 - 5.6.2. the Company must as soon as practicable after the sale of securities of Minority Members, and to the extent that it may reasonably do so, distribute the Sale Consideration to Minority Members or as Minority Members direct; and
 - 5.6.3. the provisions of the Law and any other applicable legislation dealing with unclaimed moneys apply to any Sale Consideration unable to be distributed by the Company for any reason.
- 5.7. The Sale Consideration must not be sent to a Minority Member until the Company receives any certificate relating to the securities which have been sold (or is satisfied that the certificate has been lost or destroyed).
- 5.8. This rule 5 may be invoked only once in any 12 month period.
- 5.9. The power to sell in this rule 5 lapses following the announcement of a takeover offer or the making of a takeover announcement. However, despite rule 5.8, the procedure

provided in this rule 5 may be started again after the close of the offers made under the takeover offer or takeover announcement.

- 5.10. The Company may, but shall be under no obligation to (except to the extent required by law), give any notice to a Minority Member.

6. BROKERAGE AND COMMISSION

- 6.1. The Company may exercise the power to make payments by way of brokerage or commission conferred by the Law in the manner provided by the Law.
- 6.2. Payments by way of brokerage or commission may be satisfied by the payment of cash, by the allotment of shares or other securities or partly by the payment of cash and partly by the allotment of shares or other securities.

7. JOINT HOLDERS

- 7.1. Where 2 or more persons are registered as the Holders of any share, they are deemed to hold the share as joint tenants with benefits of survivorship subject to rule 7.1.5 and to the following:
- 7.1.1. on the death of any 1 of the joint holders, the survivor or survivors are the only person or persons recognised by the Company as having any title to the share, but the Directors may require such evidence of death as they think fit;
 - 7.1.2. any 1 of the joint holders may give effective receipts for any dividend, bonus or return of capital payable to the joint holders;
 - 7.1.3. only the person whose name stands first in the Register as 1 of the joint holders of any share is entitled to delivery of the certificate (if any) relating to the share or to receive notices from the Company and any notice given to that person is deemed notice to all the joint holders;
 - 7.1.4. any 1 of the joint holders may vote at any meeting either personally or by proxy, in respect of the share as if that person were solely entitled to the share, but if more than 1 of the joint holders are present at any meeting personally or by proxy the Holder present whose name stands first in the Register in respect of the share is alone entitled to vote in respect of the share; and
 - 7.1.5. the joint holders of any share are liable severally as well as jointly in respect of all payments which ought to be made in respect of the share;
- 7.2. The Company is not bound to register more than 3 persons (not being the trustees, executors or administrators of a deceased Holder) as the Holder of any share.
- 7.3. Where 3 or more persons are registered holders of a share in the Register (or a request is made to register more than 3 persons), only the first 3 named persons are regarded as holders of the share and all other named persons must be disregarded for all purposes except in the case of executors or trustees of a deceased Shareholder.

8. RECOGNITION OF OWNERSHIP

- 8.1. Except as required by law, the Company is not bound to recognise a person as holding a share upon any trust.
- 8.2. The Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share or (except as otherwise provided by this Constitution or by law) any right in respect of a share except an absolute right of ownership in the registered Holder.

9. NOTIFICATION OF OWNERSHIP TO ASX**9.1. This rule 9 applies if:**

- 9.1.1. a provision of this Constitution (as agreed by ASX) or a law (except the Law or the Foreign Acquisitions Takeovers Act) restricts the ownership or control of securities of the Company or control of votes to a specified percentage; and
- 9.1.2. the Company becomes aware that the percentage held by a class of persons restricted to owning or controlling that percentage has come within 5% of the restriction, or equals or exceeds it.

9.2. If the Company becomes aware of any changes of more than 1% in the issued shares or votes held by persons in the class, the Company must immediately tell ASX of the change. It must do so for each change it becomes aware of until rule 9.4 applies.**9.3. Each time the Company tells ASX of any change, it must state what action it will take to divest the securities or remove or change the voting or other rights attaching to them, if it receives a paper-based transfer in registrable form or a proper SCH transfer is generated for securities whose registration would result in the restriction being exceeded.****9.4. If the Company becomes aware that the percentage of capital or votes held by the class of persons referred to in rule 9.2 has ceased to be within 5% of the restriction, or to equal or exceed it, the Company must immediately tell ASX.****OBLIGATIONS IN RELATION TO CHESS****10. COMPLYING WITH SCH BUSINESS RULES****10.1. The Company must comply with the SCH Business Rules if any of its securities are CHESS Approved Securities.****11. REGISTERS TO BE KEPT****11.1. The Company must keep a Register in accordance with the Law.****11.2. If any of its securities are CHESS Approved Securities, in addition to the CHESS Subregister administered by SCH (which forms part of the Register), the Company must provide for an Issuer Sponsored Subregister, or a Certificated Subregister, or both.****11.3. If the Company has Restricted Securities on issue, it must operate a Certificated Subregister other than in relation to existing Restricted Securities that are quoted.****11.4. If the Company operates an Issuer Sponsored Subregister:**

- 11.4.1. the Company must allow holders of securities on the Issuer Sponsored Subregister to maintain more than 1 holding on that subregister;
- 11.4.2. each holding must be identified by a unique SRN (Shareholder reference number);
- 11.4.3. each holding must be treated as a separate holding for determining benefits and entitlements; and
- 11.4.4. when the Company creates a new holding on the Issuer Sponsored Register it must allocate a unique SRN for that holding.

CERTIFICATES**12. ENTITLEMENT TO CERTIFICATES**

- 12.1. A person whose name is entered as a Member in the Certificated Subregister is entitled without payment to 1 certificate for the shares registered in the Member's name or to several certificates in reasonable denominations.
- 12.2. Where shares are held jointly the Company is not bound to issue more than 1 certificate and delivery of a certificate to 1 of the joint holders is sufficient delivery to all of them.
- 12.3. A certificate may be issued under the Seal in accordance with the provisions of this Constitution and the Listing Rules.
- 12.4. The notice or certificate must show all information required by the Listing Rules or the SCH Business Rules to be provided to the Holder of the securities.

LIEN ON SHARES**13. RIGHT TO LIEN**

- 13.1. Subject to the Listing Rules and this rule 13 the Company has a first and paramount lien upon all shares registered in the Register as held either jointly or solely by the Member and upon all dividends and, subject to the Listing Rules, other money payable in respect of the shares for any liability arising under or in consequence of that law and for any amount paid in complete or partial satisfaction of the liability and for interest on any amount so paid at the rate per annum set by the Directors from the date of payment to the date of repayment. The Company may deduct from or set off against the dividends or other money payable any money so paid or payable by the Company together with interest.
- 13.2. The amount of the Company's lien includes:
 - 13.2.1. unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid;
 - 13.2.2. if the shares were acquired under an employee incentive scheme an amount is owed to the Company for acquiring them;
 - 13.2.3. an amount that the Company is required by law to pay (and has paid) in respect of the shares of a Member or deceased former Member; and
 - 13.2.4. reasonable interest and expenses incurred because an amount referred to in this rule is not paid; and
 - 13.2.5. any liability imposed under rule 14.
- 13.3. Unless otherwise agreed the registration of a transfer document operates as a waiver of the Company's lien (if any) on the shares transferred.
- 13.4. The Directors may at any time exempt a share wholly or in part from the provisions of this rule 13.
- 13.5. The Company may do everything necessary or appropriate under the SCH Business Rules to protect any lien, charge or other right to which it is entitled under the law or these rules.

14. IMPOSITION OF A LIABILITY

- 14.1. This rule 14 applies where any law for the time being of any country, State or place:

- 14.1.1. imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment; or
- 14.1.2. empowers any government or taxing authority or government official to require the Company to make any payment in respect of any shares registered in the Register as held either jointly or solely by any Members or in respect of any dividends or other moneys which are or may become due or payable or are accruing due to the Member by the Company on or in respect of any shares so registered;

for or on account or in respect of any Member and whether in consequence of:

- 14.1.3. the death of the Member;
 - 14.1.4. the liability for income tax or other tax by the Member;
 - 14.1.5. the liability for any estate, probate, succession, death, stamp or other duty by the executor or administrator of the Member or by or out of such Member's estate; or
 - 14.1.6. anything else.
- 14.2. If any liability contemplated by rule 14.1 is imposed on the Company, the Company in every such case:
- 14.2.1. must be fully indemnified by the Member or the Member's executor or administrator from all liability;
 - 14.2.2. may recover as a debt due from the Member or the Member's executor or administrator wherever situated any money paid by the Company under or in consequence of the law and interest on the money at the rate from the date of payment to the date of repayment in excess of any dividend or other money then due or payable by the Company to the Member; and
 - 14.2.3. may, if the money is paid or payable by the Company under that law (but subject to the Law, the SCH Business Rules and the Listing Rules), refuse to register a transfer of the shares by the Member or the Member's executor or administrator until the money with interest is set off or deducted or where that amount exceeds the amount of the dividend or other money then due or payable by the Company to the Member, until the excess is paid to the Company.
- 14.3. This rule 14 does not prejudice or affect any right or remedy which that law may confer or purport to confer on the Company and as between the Company and the Member and the Member's executors, administrators and estate wherever situated any right or remedy conferred or purported to be conferred by that law on the Company is enforceable by the Company.

15. SALE OF SHARES THE SUBJECT OF LIEN

- 15.1. Subject to rule 15.2, the Law and the Listing Rules the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.
- 15.2. A share on which the Company has a lien may not be sold unless:
- 15.2.1. a sum in respect of which the lien exists is presently payable; and
 - 15.2.2. the Company has, not less than 14 days before the date of the sale, given to the registered Holder for the time being of the share or the person entitled to the share by reason of the death or bankruptcy of the registered Holder a

notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

- 15.3. To give effect to a sale of shares under this rule 15, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares.
- 15.4. The Company must register the purchaser as the Holder of the shares comprised in any such transfer and the purchaser is not bound to see to the application of the purchase money.
- 15.5. The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.
- 15.6. The proceeds of a sale under this rule 15 must be applied by the Company in payment of such part of the amount in respect of which the lien exists as is presently payable, and in payment of any other money due and payable to the Company and the residue (if any) must (subject to any like lien for sums not presently payable that existed upon the shares before the sale) be paid to the person entitled to the shares immediately prior to the sale.

CALLS ON SHARES

16. POWER TO MAKE CALLS

- 16.1. The Directors may make calls upon the Members in respect of any money unpaid on the shares of the Members and not by the terms of issue of those shares made payable at fixed times.
- 16.2. A call may be made payable by instalments.
- 16.3. A call may be revoked, postponed or extended as the Directors determine.

17. TIME OF CALLS

- 17.1. A call is deemed to be made at the time when the resolution of the Directors authorising the call is passed.

18. NOTICE OF CALLS

- 18.1. Each Member must pay the amount called on the Member's shares according to the terms of the notice of call.
- 18.2. At least 30 Business Days before the due date for payment, the Company must send notices to all Members on whom the call is made who are on the Register when the call is announced. The notice must include each of the following:
 - 18.2.1. the name of the Member;
 - 18.2.2. the number of shares held by the Member;
 - 18.2.3. the amount of the call;
 - 18.2.4. the due date for payment of the call;
 - 18.2.5. the consequences of non-payment of the call;
 - 18.2.6. the last day for trading of partly paid "*call unpaid*" shares;
 - 18.2.7. the last day for acceptance by the Company's registry of lodgments of transfers of partly paid "*call unpaid*" shares;
 - 18.2.8. the latest available market price of the shares on which the call is being made before the date of issue of the call notice;

18.2.9. the highest and lowest market price of the shares on which the call is being made during the 3 months immediately before the date of issue of the call notice and the dates of those sales; and

18.2.10. the latest available market price of the shares on which the call is being made immediately before the Company announced to ASX that it intended to make a call.

18.3. Every notice of any call in respect of CHESS Approved Securities must:

18.3.1. specify any additional information required by the Listing Rules; and

18.3.2. be given within such period as is required by the Listing Rules.

18.4. The non-receipt of a notice of a call by or the accidental omission to give notice of a call to any of the Members does not invalidate the call.

19. FIXED CALLS

19.1. Subject to any notice requirements under the Listing Rules, if by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times the amount or instalment is payable as if it were a call duly made by the Directors.

19.2. In case of non-payment the provisions of these rules as to payment of interest and expenses, forfeiture or otherwise apply as if the amount or instalment had become payable by virtue of a call duly made and notified.

20. INTEREST ON OUTSTANDING CALLS

20.1. If a sum called is not paid on or before the date for payment the person from whom the sum is due must pay interest on the sum (or on so much as remains unpaid from time to time) at such rate as the Directors may determine calculated from the day payment is due till the time of actual payment. The Directors may waive the interest in whole or in part.

21. LIABILITY OF JOINT SHAREHOLDERS

21.1. The joint holders of a share are jointly and severally liable for the payment of all amounts of instalments and calls in respect of the share.

22. DIFFERENTIATION BETWEEN SHAREHOLDERS

22.1. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

23. PROCEEDINGS ON DEFAULT

23.1. If a sum called in respect of a share is not paid before or on the due date for payment of the sum, the Company may proceed to recover the amount due with interest and expenses (if any) by action, suit or otherwise but the exercise of this right is without prejudice to the right to forfeit the share of any Member in arrears and either or both of these rights may be exercised by the Directors in their discretion.

24. PROOF OF OUTSTANDING CALLS

24.1. On the trial or hearing of any action for the recovery of any money due for any call and in any circumstances where it is necessary to prove the right to forfeit or sell shares for non-payment of a call it is sufficient to prove:

24.1.1. that the name of the Member sued is entered in the Register as the Holder or 1 of the holders of the shares in respect of which the call was made;

24.1.2. that the resolution making the call is duly recorded in the minute book;

24.1.3. that:

24.1.3.1. notice of the call was duly given to the registered Holder of the shares in pursuance of this Constitution; or

24.1.3.2. in the case of calls or instalments payable at fixed times by the terms of issue of any share or otherwise, those terms apply; and

24.1.4. that the sum or call has not been paid.

Proof of the above matters is conclusive evidence of the debt or of the right to forfeit or sell shares for non-payment of a call and it is not necessary to prove the appointment of the Directors who made the call or the passing of the resolution or anything else.

25. PAYMENT OF CALLS IN ADVANCE

25.1. The Directors may if they think fit receive from a Member the whole or a part of the amount unpaid on a share although no part of that amount has been called up and may pay interest upon the whole or any part of the money so paid in advance until the amount becomes payable, at such rate as the Directors determine.

25.2. The Directors may accept from a Shareholder the whole or any part of the amount unpaid on a Share although no part of that amount has been called up, and in that event the Directors shall nominate whether the amount so paid is to be treated as capital or a loan to the Company by the Shareholder. If the amount paid is nominated to be capital, it shall be deemed as from the date of the nomination to have been applied in paying up (so far as it will extend) the unpaid balance of the total issue price of the Share, but the dividend entitlement attaching to the share shall remain as it was prior to the payment so made until there is a call in respect of the Share under this rule 25.2 of an amount equal to or greater than the amount so paid. If the amount paid is nominated to be a loan to the Company, it shall carry interest at a rate, not exceeding the Prescribed Rate, as is agreed between the Directors and the Shareholder, shall not be repayable unless the Directors so determine, shall not confer on the Shareholder any rights attributable to subscribed capital, and shall, unless so repaid, be applied in payment of calls on the Share as and when the calls become due.

25.3. Any amount paid in advance of calls is not included or taken into account in ascertaining the amount of dividend payable upon the shares in respect of which the advance has been made.

25.4. The Directors may at any time repay the amount so advanced upon giving to such Member 1 month's notice in writing.

FORFEITURE AND SURRENDER OF SHARES

26. PROCEDURE FOR FORFEITURE

26.1. If a Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for payment of the call or instalment or fails to pay any money payable under rule 14 the Directors may at any time afterwards while that amount remains unpaid serve a notice on the Member requiring payment of it and interest up to the date of payment and any expenses incurred by the Company by reason of the non-payment.

26.2. The notice must name a further day (not earlier than the expiration of 14 days after the date of service of the notice) on or before which the payment required by the notice must be made and the place where payment must be made. The notice must also state that, in

the event of non-payment on or before the day and at the place appointed, the shares in respect of which the payment is due will be liable to be forfeited.

- 26.3. If the requirements of a notice served under rule 26.1 are not complied with or are partly complied with, any share in respect of which the notice has been given may at any time after the time given by the notice has expired, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- 26.4. The forfeiture includes all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 26.5. This right to forfeit the shares does not affect the right of the Company to sue for any allotment money, calls, instalments, interest and expenses due in respect of the shares.
- 26.6. Every share which is forfeited may, subject to the Law and the Listing Rules, be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and where the SCH Business Rules apply the Directors and the Company have authority to do whatever is necessary or appropriate under the SCH Business Rules to effect the transfer.
- 26.7. Forfeited shares which are withdrawn from sale or for which no bid is received at the sale are held by the Directors in trust for the Company and may be disposed of in such manner and on such terms as the Directors determine.
- 26.8. Forfeited shares which have been offered for sale at auction may afterwards be sold by private treaty, with payment either in cash or by instalments, with or without interest.
- 26.9. The Directors may at any time before the forfeited shares have been sold or otherwise disposed of, annul the forfeiture of the shares upon such conditions as they think fit.
- 26.10. A person whose shares have been forfeited ceases to be a Member in respect of the forfeited shares, but (unless the ordinary shareholders resolve otherwise) remains liable to pay and must forthwith pay to the Company all calls, instalments, interest and expenses owing upon or payable in respect of the shares at the time of forfeiture together with interest from the time of forfeiture until payment at the rate determined by the Directors. The Directors may enforce payment of the money as they think fit but are not under any obligation to do so.
- 26.11. A statement in writing by a Director or the Secretary that a share in the Company has been duly forfeited on a date stated is prima facie evidence of the facts stated as against all persons claiming to be entitled to the share.

27. TRANSFER OF FORFEITED SHARE

- 27.1. The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share and may transfer or appoint a person to transfer the share to the transferee.
- 27.2. Upon the effecting of the transfer or the giving of the transfer document in registrable form, the transferee is entitled to be registered as the Holder of the share and is not bound to see to the application of any money paid as consideration.
- 27.3. The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.

28. SURRENDER OF SHARES

- 28.1. The Directors may accept the surrender of any paid-up share by way of compromise of any question as to the Holder being properly registered in respect of the share. Any share so surrendered may be disposed of in the same manner as a forfeited share.

TRANSFER OF SHARES**29. PARTICIPATION IN TRANSFER SCHEMES**

- 29.1. The Company at any time and from time to time may participate in any computerised or electronic share transfer registration or stock market settlement system introduced by or acceptable to ASX or as provided for by the Law or the SCH Business Rules.

30. RIGHT TO TRANSFER

- 30.1. Except where required or permitted by law, the Listing Rules, the SCH Business Rules or this Constitution, there is no restriction on the transfer of shares.
- 30.2. Subject to rules 31.1 and 33 the Company and the Directors must not in any way prevent, delay or interfere with the generation of a proper SCH transfer or the registration of a paper-based transfer in registrable form of any securities.

31. HOLDING LOCK

- 31.1. The Company may ask SCH to apply a Holding Lock to prevent a proper SCH transfer, or refuse to register a paper-based transfer, in any of the circumstances permitted by law (including the Listing Rules, SCH Business Rules, and the Law) the Company may do all such things as may be necessary or appropriate under the SCH Business Rules to protect any lien, charge, or other right to which it may be entitled under the law or under this Constitution.
- 31.2. If the Company refuses to register a paper-based transfer under rule 31.1 it must tell the lodging party in writing of the refusal and the reason for it. The Company must do so within 5 Business Days after the date on which the transfer was lodged.
- 31.3. If the Company asks SCH to apply a Holding Lock under rule 31.1 the Company must tell the Holder of the securities in writing of the Holding Lock and the reason for it. It must do so within 5 Business Days after the date on which it asked for the Holding Lock.

32. NO DOCUMENTARY EVIDENCE REQUIRED

- 32.1. The Company must not require a statutory declaration or other document in connection with ownership restrictions of its securities before it will register a paper-based transfer or authorise a proper SCH transfer.

33. REFUSAL TO REGISTER A TRANSFER

- 33.1. Where the Company issues new certificates under rule 12 after a reorganisation of capital, the Company must reject a transfer accompanied by a certificate issued before ASX recognised the reorganisation as not being in registrable form.
- 33.2. The Company must refuse to register a paper-based transfer if some or all of the securities involved are reserved for an offeror because the offeree has accepted a takeover offer. However, the Company must register the transfer if:
- 33.2.1. the takeover offer is not, or is no longer, subject to a defeating condition; and
- 33.2.2. the transfer is to or at the direction of the offeror.

34. TRANSFER DOCUMENTS AND PROCESSING

- 34.1. The transfer document of any security must be in writing in any usual or common form or in any other form which the Directors may approve or in such form as is required under the SCH Business Rules and may be comprised of more than 1 document. If the transfer is a proper SCH transfer the transfer document must be in such form as the Directors may approve, subject to the SCH Business Rules.

- 34.2. The transfer document of a security must be effected or validated by or on behalf of the transferor and, except where the transferee is deemed by the Law, this Constitution, the Listing Rules or the SCH Business Rules to have accepted the shares transferred, must also be effected by the transferee. The transfer document is deemed to have been signed by the transferor where it has been validated by the stamp of the transferor's broker in accordance with the Law, and the transfer document is deemed to have been signed by the transferee where it has been validated by the stamp of the transferee's broker in accordance with the Law.
- 34.3. All powers of attorney granted by Members which may be used for the purpose of transferring shares and which are lodged produced or exhibited to the Company are deemed as between the Company and the grantor of the powers to remain in full force and may be acted upon until express notice in writing of their revocation or of the death of the grantor is lodged at the Office or at the Company's share registry.
- 34.4. The transferor is deemed to remain the Holder of the security until the name of the transferee is entered in the Register in respect of the security and subject to rule 34.6, the date of transfer is governed by the SCH Business Rules.
- 34.5. Subject to the SCH Business Rules all transfer documents which are registered must be retained by the Company but any transfer document which the Directors decline to register, except on the grounds of fraud, must upon demand in writing be returned to the party presenting it.
- 34.6. If the Company receives a paper-based transfer in registrable form on or after the date on which securities in that class became CHES Approved Securities, the Company must:
- 34.6.1. if the Holder has an existing holding, register the transfer to the same subregister unless the transferee chooses differently;
 - 34.6.2. if it maintains a Certificated Subregister but not an Issuer Sponsored Subregister, register the transfer as a certificated holding within the time required by the Listing Rules;
 - 34.6.3. if it maintains an Issuer Sponsored Subregister but not a Certificated Subregister, register the transfer as an uncertificated security holding within 5 Business Days after the date the transfer is lodged; and
 - 34.6.4. if it maintains both an Issuer Sponsored Subregister and a Certificated Subregister:
 - 34.6.4.1. register the transfer as an uncertificated holding as set out in rule 34.6.3; or
 - 34.6.4.2. if the transferee elects to hold the securities in certificated form, register the transfer as a certificated security holding as set out in rule 34.6.3.

35. PERIOD OF CLOSURE OF REGISTER

- 35.1. Subject to the Listing Rules, the transfer books and the Register may be closed during such times as the Directors think fit and the Listing Rules and the SCH Business Rules allow.

TRANSMISSION OF SHARES

36. TITLE TO SHARES FOLLOWING DEATH OF MEMBERS

- 36.1. In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder, and the legal personal representatives of the deceased where the deceased

was a sole Holder, are the only persons recognised by the Company as having any title to the deceased's interest in the share, but this rule 36 does not release the estate of a deceased joint holder from any liability in respect of a share that had been jointly held by the deceased with any other person.

37. PROCEDURE FOR TRANSMISSION

- 37.1. Subject to the Bankruptcy Act 1966, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member or to a share of a Member of unsound mind may, upon such information being produced as is properly required by the Directors, elect either to be registered himself or herself as Holder of the share or to have some other person nominated by him or her registered as the transferee of the share.
- 37.2. If the person so becoming entitled elects to be registered himself or herself, he or she must deliver or send to the Company a notice in writing signed by him or her stating that he or she so elects.
- 37.3. If the person elects to have another person registered, he or she must effect a transfer of the share to that other person.
- 37.4. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer, and the registration of transfer of, shares apply to the notice or transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

38. RIGHTS OF PERSON ENTITLED

- 38.1. Where the registered Holder of a share is an infant, is of unsound mind, dies or becomes bankrupt, the guardian, the committee, the personal representative or the trustee of the estate of the registered Holder, as the case may be, is, upon the production of such information as is properly required by the Directors, entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting or otherwise), as the registered Holder would have been entitled to if he or she had not been an infant, of unsound mind, died or become bankrupt.
- 38.2. Where 2 or more persons are jointly entitled to any share in consequence of the death of the registered Holder, they are, for the purpose of this Constitution, deemed to be joint holders of the share.

CONVERSION OF SHARES

39. COMPANY MAY CONVERT SHARES

- 39.1. The Company may by resolution convert all or any of its shares into a larger or smaller number of shares, without altering the proportion between the amount paid and the amount (if any) unpaid on the shares concerned, subject to the Listing Rules.
- 39.2. All ordinary shares must have the same rights and obligations attached to them unless otherwise approved by ASX or permitted by the Listing Rules.

40. POWER TO REDUCE CAPITAL

- 40.1. The Company may, subject to the Law and the Listing Rules, by special resolution reduce its share capital, including, without limitation, its paid-up capital, asset revaluation reserve, and any other reserve account in any way and in particular may:
 - 40.1.1. extinguish or reduce the liability on any of its shares in respect of share capital not paid up;

- 40.1.2. cancel any paid-up share capital that is lost or is not represented by available assets; or
- 40.1.3. pay off any paid-up share capital that is in excess of the needs of the Company.

GENERAL MEETINGS

41. CONVENING OF GENERAL MEETINGS

- 41.1. Except as permitted by law a general meeting, to be called the “**annual general meeting**”, must be held at least once in every calendar year.
- 41.2. The Directors may whenever they think fit convene a general meeting.
- 41.3. Except as provided in the Law no Member is and no Members together are entitled to convene a general meeting.

42. NOTICE OF GENERAL MEETINGS

- 42.1. Notice of a general meeting must be given as required by the Law.
- 42.2. If at the time notice of a general meeting is given the Company is admitted to the Official List, the Company must notify ASX of:
 - 42.2.1. the date of a meeting at which Directors are to be elected, at least 5 Business Days before the closing date for receipt of nominations for election to the office of Director; and
 - 42.2.2. the contents of any prepared announcement (including any prepared address by the chairperson) that will be delivered at a meeting of Members, no later than the start of the meeting.
- 42.3. A notice of a general meeting must specify:
 - 42.3.1. the place, the day and the hour of meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - 42.3.2. state the general nature of the business of the meeting;
 - 42.3.3. if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
 - 42.3.4. contain a statement setting out the following information:
 - 42.3.4.1. that the Members has a right to appoint a proxy;
 - 42.3.4.2. that the proxy need not be a Member of the Company; and
 - 42.3.4.3. that a Member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise.
- 42.4. A notice must comply with any Listing Rule requirement for notices.

43. ACCIDENTAL OMISSION TO GIVE NOTICE

- 43.1. The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any of the Members or the auditor or ASX or the accidental omission to advertise (if necessary) the meeting does not invalidate the proceedings at or any resolution passed at the meeting.

44. CANCELLATION OR POSTPONEMENT OF GENERAL MEETINGS

- 44.1. Subject to rule 44.2, the Directors may, by advertisement published in a newspaper circulating in each capital city of every Australian state or territory, on or before the day of a proposed general meeting, cancel a proposed general meeting convened by them.
- 44.2. Where a proposed general meeting was requisitioned by Shareholders pursuant to the Law, that meeting may only be cancelled by the Directors pursuant to rule 44.1 if a written notice of withdrawal of the requisition signed by the requisitioning Members has been deposited at the Office.
- 44.3. Where a general meeting is cancelled:
- 44.3.1. the Directors must, in addition to publication of advertisements in accordance with rule 44.1, endeavour to notify each Member of cancellation of a proposed general meeting by posting a notice to the address of each Member as stated in the Register; and
 - 44.3.2. failure to post the notice to any Member or the non-receipt of the notice by any Member does not affect the validity of the cancellation of the proposed general meeting.
- 44.4. The Directors may, by advertisement published in a newspaper circulating in each capital city of every Australian State or Territory, on or before the day of a proposed general meeting, postpone the proposed general meeting from time to time (for a period not exceeding 28 days) or vary the venue of the proposed general meeting, but no business may be transacted at any postponed meeting other than the business stated in the notice to Members of the postponed general meeting.
- 44.5. Where a general meeting is postponed:
- 44.5.1. the Directors must, in addition to publication or advertisements in accordance with rule 44.4, endeavour to notify each Member of postponement or variation of venue of a proposed general meeting by posting a notice to the address of each Member as stated in the Register;
 - 44.5.2. the notice must include details of the day, time and place on and at which the postponed general meeting will be held or, in the case of variation of venue, details of the new venue; and
 - 44.5.3. failure to post the notice to any Member or the non-receipt of the notice by any Member does not affect the validity of the postponement or variation of venue of the proposed general meeting.
- 44.6. A proposed general meeting may not be postponed on more than 2 occasions.

45. REPRESENTATION OF MEMBER

- 45.1. Any Member may be represented at any general meeting of the Company or at a meeting of the holders of a class of shares by a proxy or attorney.
- 45.2. If a body corporate is a Member it may also, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative either at a particular general meeting or at all general meetings of the Company or of any class of Members. Where a person so authorised is present at a general meeting, the body corporate is deemed to be personally present at the meeting.
- 45.3. A person authorised under rule 45.2 is, in accordance with that authority and until it is revoked by the body corporate, entitled to exercise the same powers on behalf of the body

corporate as the body corporate could exercise if it were a natural person who was a Member.

PROCEEDINGS AT GENERAL MEETINGS

46. QUORUM

- 46.1. No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 46.2. Except as provided in rules 4 and 47, until the Company in general meeting otherwise decides, 2 Members present constitute a quorum except that one Member shall constitute a quorum where such Member is in accordance with this Constitution and the Law the sole Member of the company.
- 46.3. For the purpose of determining whether a quorum is present in accordance with rule 46.2 a person attending as a proxy or attorney or as a representative of a body corporate that is a Member, is deemed to be a Member.

47. ABSENCE OF QUORUM

- 47.1. If a quorum is not present within 15 minutes after the time appointed for the meeting:
 - 47.1.1. where the meeting was convened upon the requisition of Members the meeting is dissolved; or
 - 47.1.2. in any other case:
 - 47.1.2.1. the meeting stands adjourned to the same Business Day in the next week at the same time and place, or to such other day, time and place as the Directors may, by notice to the Members, determine; and
 - 47.1.2.2. if at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting shall be dissolved.

48. ORDINARY AND SPECIAL BUSINESS

- 48.1. The business of an annual general meeting is:
 - 48.1.1. to receive and consider the profit and loss account, the balance sheet, the reports of the Directors and of the auditors and the Directors' statement required by the Law to be attached to the accounts of the Company;
 - 48.1.2. to elect Directors in place of those retiring by rotation or otherwise;
 - 48.1.3. when necessary to appoint auditors and fix their remuneration;
 - 48.1.4. to declare dividends; and
 - 48.1.5. to transact any other business which under this Constitution or the Law ought to be transacted at an annual general meeting.
- 48.2. All other business transacted at an annual general meeting and all business transacted at any other general meeting is special business.

49. RESOLUTIONS PROPOSED BY MEMBERS

- 49.1. No Member may at any meeting move any resolution relating to special business unless:
 - 49.1.1. the resolution has previously been approved by the Directors; or

- 49.1.2. the Member has given not less than 30 Business Days' previous notice in writing of the Member's intention to move an ordinary resolution or 45 Business Days' notice in writing of the Member's intention to move a special resolution at the meeting by leaving the notice and a signed copy of the resolution at the Office.
- 49.2. Upon receiving a notice referred to in rule 49.2.1 the Secretary must:
 - 49.2.1. if the notice convening the meeting has already been despatched, immediately notify the Members of the proposed resolution; or
 - 49.2.2. otherwise include notice of the proposed resolution in the notice convening the meeting.

50. CHAIRPERSON OF GENERAL MEETINGS

- 50.1. If the Directors have appointed 1 of their number as chairperson of their meetings, the person appointed presides as chairperson at every general meeting.
- 50.2. If the Directors have appointed 1 of their number as deputy chairperson of their meetings, to act as chairperson in the absence of the chairperson, the person appointed presides as chairperson at every general meeting at which the chairperson is absent.
- 50.3. Where a general meeting is held and:
 - 50.3.1. a chairperson or deputy chairperson has not been appointed as referred to in rules 50.1 and 50.2; or
 - 50.3.2. the chairperson or deputy chairperson is not present within 30 minutes after the time appointed for the holding of the meeting or is unwilling to act;the Directors present may appoint 1 of their number as a chairperson and in default of their doing so the Members present may appoint 1 of the Directors to be chairperson, and, if no Director present is willing to take the chair, must appoint 1 of their number to be chairperson.
- 50.4. The rulings of the chairperson of a meeting on all matters relating to the order of business, procedure and conduct of a general meeting is final and no motion of dissent from those rulings may be accepted.
- 50.5. Any persons (including Members) in possession of pictorial recording or sound recording devices, placards, banners or articles considered by the chairperson of a meeting to be dangerous, offensive or liable to cause disruption, or who refuse to produce or to permit examination of any articles in their possession or the contents of the articles, may be refused admission to the meeting or may be required to leave and remain out of the meeting.

51. ADJOURNMENT OF MEETINGS

- 51.1. The chairperson of a meeting may with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place as the meeting determines, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 51.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 51.3. Except as provided by rule 51.2, the Law or the Listing Rules, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS**52. VOTING RIGHTS**

- 52.1. Subject to any rights or restrictions for the time being attached to any class or classes of shares at meetings of Members or classes of Members, votes may be given either personally or by proxy or attorney under power or, in the case of a body corporate, by its representative.
- 52.2. No person is entitled to vote unless the person is a Member and present in person or by proxy or attorney or is the representative of a body corporate which is a Member.
- 52.3. Subject to the rights or restrictions attached to any class or classes of shares, on a show of hands every Member present in person or by proxy has 1 vote.
- 52.4. Subject to rule 52.3 on a poll every Member present has 1 vote for each fully paid share and a fraction of a vote for each partly paid share held by the Member in the Company. The fraction must be equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited). In this rule 52.4 amounts paid in advance of a call are ignored when calculating the proportion.
- 52.5. The Holder of a preference share, other than preference shares on issue at the date this Constitution is adopted, (or preference security, as that term is defined in the Listing Rules) has the right to vote in each of the following circumstances but not in any others:
- 52.5.1. during a period during which a dividend (or part of a dividend) in respect of the shares is in arrears;
 - 52.5.2. on a proposal to reduce the capital of the Company;
 - 52.5.3. on a resolution to approve the terms of a buy-back agreement;
 - 52.5.4. on a proposal that affects the rights attached to the preference share;
 - 52.5.5. on a proposal to wind up the Company;
 - 52.5.6. on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - 52.5.7. during the winding up of the Company; and
 - 52.5.8. when holders of preference shares are entitled to vote in respect thereof they shall have the same rights of voting as are hereby given to the holders of ordinary shares.

53. VOTING DISQUALIFICATION

- 53.1. A Holder of ordinary shares has no right to vote at a general meeting in respect of those shares if:
- 53.1.1. calls due and payable on those shares have not been paid;
 - 53.1.2. the person became a Holder of the shares after the specified time (being not more than 48 hours prior to the date of the meeting) established by the Company in accordance with a law of a state or territory or of the Commonwealth for the purpose of voting at the meeting;
 - 53.1.3. the right is removed or changed under Australian legislation, or under a provision of this Constitution which must be included to comply with Australian legislation, but this rule 53.1.3 ceases to apply once it is no longer necessary;

53.1.4. the right is removed or changed under a provision in this Constitution that is permitted by the Listing Rules or that ASX has approved as appropriate and equitable; or

53.1.5. the right is removed or changed under a court order.

54. POWER TO DEMAND A POLL

54.1. At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands):

54.1.1. by the chairperson of the meeting;

54.1.2. by at least 5 Members having the right to vote at the meeting;

54.1.3. by a Member or Members with at least 10% of the votes that may be cast on the resolution on a poll; or

54.1.4. by a Member or Members holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right.

55. EVIDENCE OF RESOLUTIONS

55.1. Unless a poll is demanded as provided by rule 56, a declaration by the chairperson of the meeting that a resolution or a special meeting has on a show of hands been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company, signed by the chairperson of that or the next succeeding meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution or special resolution (as the case may be).

56. CONDUCT OF POLL

56.1. If a poll is duly demanded, it must be taken in such manner as the chairperson directs and subject to rule 56.2 either at once or after an interval or adjournment, not exceeding 14 days, as the chairperson directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.

56.2. A poll demanded on the election of a chairperson of a meeting and a poll demanded on a question of adjournment must be taken at the meeting and without adjournment.

56.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

56.4. The demand for a poll may be withdrawn.

57. CASTING VOTE

57.1. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to any vote or votes which he or she has as a Member, has a casting vote. The chairperson has a discretion both as to use of the casting vote and as to the way in which it is used.

58. VOTING RIGHTS OF JOINT SHAREHOLDERS

58.1. In the case of joint holders of any shares any 1 may vote but the vote of the person first named in the Register who tenders a vote, whether in person or by proxy or attorney,

must be accepted to the exclusion of the votes of the other joint holders. Several executors or administrators of a deceased Member, for the purposes of this rule 58.1, are deemed joint holders.

59. VOTING RIGHTS OF PERSONS ENTITLED UNDER TRANSMISSION RULE

59.1. A person entitled under rule 37 to any shares may not vote at a meeting or adjourned meeting in respect of the shares unless:

59.1.1. at least 24 hours before the time of holding the meeting or adjourned meeting as the case may be at which he or she proposes to vote he or she lodges at the Office documentation of entitlement which satisfies the chairperson of the meeting or adjourned meeting of his or her right to the shares; or

59.1.2. the Directors have previously admitted his or her right to vote at the meeting in respect of the shares.

60. OBJECTIONS TO EXERCISE OF VOTING RIGHTS

60.1. An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

60.2. The objection must be referred to the chairperson of the meeting, whose decision is final.

60.3. A vote not disallowed following the objection is valid for all purposes.

PROXIES

61. MULTIPLE PROXIES

61.1. A Member may appoint not more than 2 proxies. A proxy need not be a Member.

61.2. Where a Member appoints 2 proxies and does not specify the proportion or number of the Member's votes each proxy may exercise half of the Member's rights.

62. DEPOSIT OF PROXY AND ATTORNEY INSTRUMENT

62.1. An instrument appointing a proxy may not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or proof of the power or authority to the satisfaction of the Directors is or are deposited at the Office or at the Company's share registry not less than 48 hours before the time for the holding of the particular meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote.

62.2. The instrument appointing a proxy must specify a place and a facsimile number, and may specify an electronic address for the purpose of receipt of proxy appointments.

62.3. For the purpose of rule 62.1 it is sufficient if the proxy is received at the Office, at the Company's share registry by facsimile transmission or to the Company's electronic address or by similar means of communication in a reasonably legible form. If the proxy is required to be accompanied by other documents then these documents may also be received at the Office or the Company's share registry by facsimile transmission.

63. PROXY INSTRUMENT TO BE IN WRITING

63.1. An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing or, if the appointor is a body corporate, either under its common seal if it has a common seal, or under the hand of an officer or duly authorised attorney or duly authorised representative.

64. FORM OF PROXY

64.1. The instrument of proxy must be in the form determined by the Directors but the form must provide for the Member:

- 64.1.1. to vote for or against each resolution;
- 64.1.2. to appoint a proxy of the Member's choice; and
- 64.1.3. to make the appointment a standing one if the Member wishes.

64.2. The form may provide that if the Member leaves it blank as to the person appointed as proxy or if the person or persons named as proxy fails or fail to attend, the chairperson of the meeting is appointed proxy.

65. EFFECT OF PROXY INSTRUMENT

65.1. An instrument appointing a proxy is deemed to confer authority to speak at the meeting to vote (but only to the extent allowed by the appointment) and to join in a demand for a poll.

65.2. If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.

65.3. A proxy may be revoked at any time by notice in writing to the Company.

66. VOTING RIGHTS OF PROXIES AND ATTORNEYS

66.1. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.

66.2. A vote given or act done in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite:

- 66.2.1. the previous death or unsoundness of mind of the principal;
- 66.2.2. the revocation of the instrument (or of the authority under which the instrument was executed) or of the power; or
- 66.2.3. the transfer of the share in respect of which the instrument or power is given;

if the Company has not received written notification of the death, unsoundness of mind, revocation or transfer at the Office or the Company's share registry more than 24 hours before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

APPOINTMENT AND REMOVAL OF DIRECTORS**67. NUMBER OF DIRECTORS**

67.1. The number of Directors must be not less than 3 nor more than 10.

67.2. The Company in general meeting may by resolution increase or reduce the number of Directors but the number may not be reduced below 3.

68. DIRECTORS' QUALIFICATIONS

68.1. A share qualification for directors may be fixed by the Company in general meeting. Unless and until so fixed a Director is not required to hold any share in the Company.

69. APPOINTMENT OF DIRECTORS

69.1. The Company in general meeting may by resolution and the Directors may at any time appoint any other qualified person to be a Director, either to fill a casual vacancy or as an

addition to the existing Directors, but so that the total number of Directors does not at any time exceed the number fixed by rule 67.

- 69.2. Any Director appointed under rule 69.1 holds office only until the next annual general meeting of the Company and is then eligible for re-election but is not taken into account in determining the number of Directors who are to retire by rotation at that meeting.

70. INSUFFICIENT DIRECTORS

- 70.1. In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or convening a general meeting of the Company or in emergencies, but for no other purpose.

71. RESIGNATION OF DIRECTOR

- 71.1. Any Director may retire from office upon giving notice in writing to the Company of his or her intention to do so and the resignation takes effect upon the expiration of the notice or its earlier acceptance.

72. REMOVAL OF DIRECTORS

- 72.1. Subject to the provisions of this Constitution and the Law the Company may by resolution passed at any general meeting remove any Director and may appoint another person in his or her stead. The person so appointed holds office during such time only as the Director in whose place he or she is appointed would have held office.

73. ROTATION OF DIRECTORS

- 73.1. At the first annual general meeting of the Company all the Directors retire from office, and at the annual general meeting in every subsequent year $\frac{1}{3}$ of the Directors for the time being or, if their number is not 3 or a multiple of 3, then the number nearest to but not exceeding $\frac{1}{3}$, retire from office but no Director may retain office for more than 3 years without submitting himself or herself for re-election even though the submission results in more than $\frac{1}{3}$ of the Directors retiring from office.
- 73.2. The Director or Directors to retire at an annual general meeting other than the first annual general meeting are those who have been longest in office since their election.
- 73.3. As between or among 2 or more Directors who became Directors on the same day, the Director or Directors to retire are determined by lot unless they otherwise agree between or among themselves.
- 73.4. A retiring Director is eligible for re-election without the necessity of giving any previous notice of his or her intention to submit himself or herself for re-election.
- 73.5. Unless the Directors decide to reduce the number of Directors in office the Company at any annual general meeting at which any Director retires may fill the vacated office by re-electing the retiring Director or, subject to rule 74, electing some other qualified person.

74. NOMINATIONS FOR ELECTION OF DIRECTORS

- 74.1. No person is eligible for election as a Director at any general meeting unless there has been left at the Office a notice in writing:

74.1.1. signed by the person signifying his or her candidature; or

- 74.1.2. if a Member intends to nominate another person for election, signed by that Member and by the person nominated signifying the person's consent to the nomination.
- 74.2. Rule 74.1 does not apply to a Director retiring by rotation, a Director appointed by virtue of rule 72.1 or a person recommended by the Directors for election.
- 74.3. The Company must accept a notice given under rule 74.1 up to 30 Business Days before the date of the general meeting and, subject to rule 74.4, may accept a notice given under rule 74.1 within 30 Business Days of a general meeting.
- 74.4. Notice of each and every candidature must be forwarded by the Company to all Members at least 14 days before the general meeting at which an election is to take place.

75. VACATION OF OFFICE OF DIRECTOR

- 75.1. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law the office of a Director becomes vacant if the Director:
 - 75.1.1. becomes bankrupt or suspends payment or compounds with his or her creditors;
 - 75.1.2. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - 75.1.3. is removed by a resolution pursuant to rule 72.1;
 - 75.1.4. is absent from 3 consecutive meetings of the Directors without special leave of absence from the Directors and the Directors thereupon declare his or her seat to be vacant;
 - 75.1.5. fails to pay any call due on any shares held by him or her for the space of 1 month or such further time as the Directors allow after the time when the call is made;
 - 75.1.6. being an Executive Director, ceases to be employed full time by the Company or any subsidiary or related body corporate; or
 - 75.1.7. becomes prohibited from being a director under or by reason of any order made under the Law.

ALTERNATE DIRECTORS

76. POWER TO APPOINT

- 76.1. A Director may appoint any person approved for that purpose by a majority of the other Directors to act as an alternate Director in place of the appointor whenever the appointor is unable or unwilling to act personally by reason of illness, absence or any other cause and may do so generally or for a meeting or for any other purpose or for a specified period.
- 76.2. A Managing Director may not appoint an alternate to act as Managing Director.

77. RIGHTS AND POWERS OF ALTERNATE DIRECTOR

- 77.1. An alternate director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in his or her place.
- 77.2. An alternate director may exercise any powers that the appointor may exercise and the exercise of any power by the alternate director is deemed to be the exercise of the power by the appointor.

- 77.3. An alternate director is not required to have any share qualification.
- 77.4. An alternate director is not taken into account in determining the number of Directors or rotation of Directors.

78. SUSPENSION OR REVOCATION OF APPOINTMENT

- 78.1. A Director may suspend or revoke the appointment of an alternate director appointed by him or her.
- 78.2. The Directors may suspend or remove an alternate director by resolution after giving the appointor reasonable notice of their intention to do so.

79. FORM OF APPOINTMENT, SUSPENSION OR REVOCATION

- 79.1. Every appointment, suspension or revocation of appointment or removal of an alternate director must be made by notice in writing signed by the Director making it.

80. TERMINATION OF APPOINTMENT

- 80.1. The appointment of an alternate director automatically determines:
- 80.1.1. if the Director for whom the alternate director acts as alternate ceases to hold office as Director;
 - 80.1.2. on the happening in respect of the alternate director of any event which causes a Director to vacate the office of Director; or
 - 80.1.3. if the alternate director resigns the appointment by written notice left at the Office.

81. POWER TO ACT AS ALTERNATE FOR MORE THAN 1 DIRECTOR

- 81.1. A Director or any other person may act as alternate director to represent more than 1 Director.

MANAGING DIRECTORS AND EXECUTIVE DIRECTORS

82. POWER TO APPOINT

- 82.1. The Directors may appoint 1 or more of their number to be a Managing Director or Managing Directors of the Company or to any other office (except that of auditor) or employment under the Company either for a fixed term (but not for life) or without fixing any term and otherwise subject to such conditions limitations and restrictions as the Directors may determine.
- 82.2. If there is more than 1 Managing Director in office, the Managing Directors hold office jointly.

83. QUALIFICATIONS

- 83.1. A Managing Director appointed under rule 82.1 (or, if there is more than 1 Managing Director at the same time, the one appointed first), is not subject to retirement by rotation under rule 73 and is not taken into account in determining the rotation of retirement of Directors, but is, subject to the provisions of any contract between him or her and the Company and to this Constitution, subject to the same provisions as to resignation, disqualification and removal as the other Directors and if he or she ceases to hold the office of Director from any cause he or she automatically ceases to be a Managing Director.

84. TEMPORARY APPOINTMENTS

- 84.1. If a Managing Director or an Executive Director becomes in any way incapable of acting in that capacity the Directors may appoint any other person to act temporarily as Managing Director or Executive Director.

85. REMOVAL OR DISMISSAL

- 85.1. The Directors at any time may remove or dismiss any Managing Director or Executive Director from his or her office and appoint another in his or her place.

86. POWERS

- 86.1. The Directors may from time to time entrust to and confer upon a Managing Director or an Executive Director for the time being such of the powers exercisable under this Constitution as they think expedient and they may from time to time revoke, withdraw, alter or vary all or any of those powers.

87. REMUNERATION OF MANAGING DIRECTORS AND EXECUTIVE DIRECTORS

- 87.1. Subject to the provisions of any contract between the Company and a Managing Director or an Executive Director the remuneration of a Managing Director or an Executive Director is fixed from time to time by the Directors and may be by way of fixed salary or participation in profits of the Company or of any other company in which the Company is interested or by any or all of those modes but may not be by way of commission on or percentage of operating revenue of the Company.
- 87.2. Unless otherwise determined by the Company in general meeting this remuneration may be in addition to any remuneration which he or she receives as a Director.

REMUNERATION OF DIRECTORS**88. PAYMENT OF FEES**

- 88.1. The Directors may be paid out of the funds of the Company as remuneration for their ordinary services as Directors such sum as has been or may from time to time be determined by the Company in general meeting.
- 88.2. The remuneration must be by a fixed sum and not by a commission on or percentage of operating revenue of the Company or (except in the case of a Managing Director or Executive Director) its profits.
- 88.3. The sum so fixed must be divided among the Directors in such proportion and manner as they agree from time to time or, in default of agreement, equally.
- 88.4. The remuneration of each Director for his or her ordinary services is deemed to accrue from day to day and is apportionable accordingly.

89. PAYMENT OF EXPENSES

- 89.1. The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the execution of their duties as Directors.

90. PAYMENT FOR EXTRA SERVICES

- 90.1. Any Director who being willing is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Company beyond his or her ordinary duties or to go or reside abroad or otherwise away from home for any

of the purposes of the Company may, subject to the Law, be remunerated either by a fixed sum or a salary as determined by the Directors and this remuneration may be either in addition to or in substitution for his or her share in the remuneration provided by rule 88.

91. INCREASES IN REMUNERATION

- 91.1. The Company must not increase the total amount of Directors' remuneration payable by it without the Members' approval by ordinary resolution at a general meeting.
- 91.2. The notice convening the general meeting at which any increase is to be proposed must comply with the Listing Rules and include the amount of the increase and the maximum amount that may be paid to the Directors as a whole.
- 91.3. This rule does not apply to the salary of an Executive Director or Managing Director.

92. CANCELLATION, SUSPENSION, REDUCTION OR POSTPONEMENT

- 92.1. A resolution of Directors cancelling, suspending, reducing or postponing payment of any remuneration in whole or in part binds all the Directors for the time being.

93. EFFECT OF CESSATION OF OFFICE

- 93.1. Upon a Director ceasing or at any time after his or her ceasing to hold office, whether by retirement or otherwise, the Directors may pay to the former Director or in the case of death to his or her legal personal representatives or dependants or any of them a lump sum in respect of past services of the Director of an amount not exceeding the amount either permitted by the Law or the Listing Rules with the approval of the Company in general meeting. The Company may contract with any Director to secure payment of the lump sum to the Director, his or her legal personal representatives or dependants or any of them, unless prohibited by the Law or the Listing Rules.
- 93.2. A determination made by the Directors in good faith that a person is or was at the time of the death of a Director a dependant of the Director is conclusive for all purposes of rule 93.1.

POWERS AND DUTIES OF DIRECTORS

94. GENERAL BUSINESS MANAGEMENT

- 94.1. Subject to the Law and to any other provision of this Constitution, the business of the Company is managed and controlled by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all powers of the Company which are not, by the Law, the Listing Rules or this Constitution, required to be exercised by the Company in general meeting.
- 94.2. No rule made or resolution passed by the Company in general meeting can invalidate any prior act of the Directors which would have been valid if that rule or resolution had not been made or passed.
- 94.3. The Company must obtain the Members' approval by ordinary resolution at a general meeting if any significant change, either directly or indirectly to the nature or scale of its activities involves the Company disposing of its main undertaking. However, the Company may enter into an agreement of this type before approval is given by the Members if the agreement is made subject to that approval.

95. BORROWING POWERS

- 95.1. Without limiting rule 94.1, the Directors have power to raise or borrow any sum or sums of money for the purposes of the Company and to secure the payment or repayment of the

money and any other obligation or liability of the Company in such manner and on such other terms and conditions in all respects as they think fit whether upon the security of any mortgage or by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill, undertaking and uncalled capital for the time being or upon bills of exchange, promissory notes or other obligations or otherwise.

96. NEGOTIABLE

- 96.1. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 Directors or in such other manner as the Directors determine from time to time.

97. APPOINTMENT OF ATTORNEY

- 97.1. The Directors may appoint any person or persons to be the attorney or attorneys of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for the period and subject to the conditions they think fit.
- 97.2. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

98. CONFERMENT OF POWERS

- 98.1. The Directors may confer upon any Director or such other person as they may select the powers exercisable under this Constitution by the Directors as they think fit for such time and to be exercised for such objects and purposes and upon the terms and conditions and with such restrictions as they think expedient.
- 98.2. The Directors may confer those powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf.
- 98.3. The Directors may revoke, withdraw, alter or vary all or any of those powers.

PROCEEDINGS OF DIRECTORS

99. MEETINGS OF DIRECTORS

- 99.1. The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 99.2. The minutes of any meeting of the Directors must state the method of meeting and the persons present.

100. CONVENING OF MEETING

- 100.1. A Director may at any time, and the Secretary must on the requisition of a Director, convene a meeting of the Directors.

101. NOTICE OF MEETING

- 101.1. Unless the Directors resolve to the contrary, each meeting of the Directors must be called upon at least 24 hours' notice, except that all the Directors may in writing in respect of any particular meeting waive the requisite period of notice.

101.2. Notice of every Directors' meeting must be given to each Director and alternate director except that it is not necessary to give notice of a meeting of Directors to any Director or alternate director who:

101.2.1. has been given special leave of absence; or

101.2.2. is absent from Australia and has not left a facsimile number at which he or she may be given notice.

101.3. Any notice of a meeting of Directors may be given in writing or orally, and whether by facsimile, telegram, cable, telephone or any other means of communication. If given orally, the Secretary or Director, as the case may be, convening the meeting must speak personally to the Director or alternate director entitled to notice of the meeting.

102. WAIVER OF NOTICE

102.1. All resolutions of the Directors passed at a meeting where a quorum is present but where notice of meeting has not been given to each Director, or any act carried out pursuant to any of the resolutions, is as valid as if notice of meeting had been duly given to all Directors if each Director to whom notice was not given subsequently agrees to waive the notice.

103. QUORUM

103.1. At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is 3 Directors entitled to vote or such greater number or lesser number (not being less than 2) as is determined by the Directors. An alternate director (if he or she is not also a Director) present at a meeting is counted in a quorum at a meeting at which the Director who appointed the alternate is not present (so long as the alternate is, under the Law, entitled to vote).

104. CHAIRPERSON OF DIRECTORS' MEETINGS

104.1. The Directors may appoint 1 of their number as chairperson of their meetings and may determine the period for which the chairperson is to hold office.

104.2. At a meeting of Directors if:

104.2.1. a chairperson has not been appointed as provided by rule 104.1; or

104.2.2. the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Directors present may appoint 1 of their number to be chairperson of the meeting.

104.3. The Directors may from time to time appoint a deputy chairperson who in the absence of the chairperson at a meeting of the Directors may exercise all the powers and authorities of the chairperson.

105. VOTING OF DIRECTORS

105.1. Subject to this Constitution, questions arising at a meeting of Directors are decided by a majority of votes of Directors and each Director has 1 vote and any such decision is for all purposes deemed a decision of the Directors.

105.2. Subject to the provisions of rule 105.3 in case of an equality of votes the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson has a discretion both as to whether or not to use the casting vote and as to the way in which it is used.

105.3. Where:

- 105.3.1. Directors form a quorum, and at a meeting only that quorum is present; or
 - 105.3.2. only 2 of the Directors who are present are entitled to vote on a question at a meeting;
- the chairperson does not have a casting vote.

- 105.4. 10A person who is an alternate director is entitled (in addition to his or her own vote if he or she is a Director) to 1 vote on behalf of each Director whom he or she represents as an alternate director at the meeting and who is not present at the meeting.

106. TELECOMMUNICATION MEETING OF DIRECTORS

- 106.1. For the purpose of this Constitution the contemporaneous linking together in oral communication by telephone, audio-visual or other instantaneous means ("telecommunication meeting") of a number of the Directors not less than a quorum is deemed to constitute a meeting of the Directors. All the provisions of this Constitution relating to a meeting of the Directors apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this rule 108.
- 106.2. The following provisions apply to a telecommunication meeting:
- 106.2.1. all the Directors for the time being entitled to receive notice of a meeting of the Directors (including any alternate director) are entitled to notice of a telecommunication meeting;
 - 106.2.2. all the Directors participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
 - 106.2.3. notice of the meeting may be given on the telephone or other electronic means;
 - 106.2.4. each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part at the commencement of the meeting and each Director so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
 - 106.2.5. at the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.
- 106.3. If the Secretary is not present at a telecommunication meeting 1 of the Directors present must take minutes of the meeting.
- 106.4. Before a Director intentionally leaves a telecommunication meeting by disconnecting his or her means of communication with the other Directors that Director must advise the chairperson of the meeting of his or her intention to leave.
- 106.5. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless the chairperson has become aware that the Director has left the meeting.
- 106.6. A resolution passed by the telecommunication meeting is deemed to have been passed at a meeting of the Directors as if they were conferring in the 1 location in the physical presence of each other on the day on which and at the time at which the telecommunication or the last telecommunication, as the case may be, was held.
- 106.7. A minute of the proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

107. CIRCULATED RESOLUTIONS

- 107.1. If all the Directors at that time present in Australia and any Director absent from Australia who has left a facsimile number at which he or she may be given notice have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- 107.2. For the purposes of rule 107.1, 2 or more separate documents containing statements in identical terms each of which is signed by 1 or more Directors are deemed together to constitute 1 document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- 107.3. A reference in rule 107.1 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.
- 107.4. Every resolution passed under rule 107.1 must as soon as practicable be entered in the minutes of the Directors' meetings.
- 107.5. A facsimile, cable, telegram or similar means of communication addressed to or received by the Company and purporting to be signed by a Director for the purpose of this Constitution is deemed to be a document in writing signed by that Director.

108. RESTRICTION ON VOTING

- 108.1. No Director is entitled to be present in person or by an alternate director or to vote at a meeting of Directors or to be reckoned in a quorum if and so long as he or she has failed to pay any call to the Company on shares held by him or her after the date upon which the payment should have been made.

109. COMMITTEES OF DIRECTORS

- 109.1. The Directors may delegate any of their powers to committees consisting of those Directors they think fit and may revoke the delegation.
- 109.2. Any committee formed under rule 109.1 must in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors.
- 109.3. Otherwise the meetings and proceedings of any committee consisting of 2 or more Members are governed by the provisions in this Constitution regulating the meetings and proceedings of the Directors.
- 109.4. The Directors may establish any local boards or agencies for managing any of the affairs of the Company in any specified locality and may appoint any persons to be Members of the local board or any managers or agents and may fix their remuneration.

110. VALIDATION OF ACTS OF DIRECTORS

- 110.1. All acts done at any meeting of Directors or of a committee of Directors or by any person acting as a Director or by any person purporting to act as an attorney under power of the Company are, although it is afterwards discovered that there was some defect in the appointment or continuance in office of the Director or person or attorney concerned or that any of them were disqualified or were not entitled to vote, as valid as if each of them had been duly appointed and had duly continued in office and was qualified to be a Director and was entitled to vote.

DIRECTORS' INTERESTS**111. PROHIBITION ON BEING PRESENT OR VOTING**

111.1. Except to the extent permitted by the Law a Director who has a material personal interest in a matter that is being considered at a meeting of the Directors:

111.1.1. must not be counted in a quorum;

111.1.2. must not vote on the matter; and

111.1.3. must not be present while the matter is being considered at the meeting.

111.2. If a Director who has a material personal interest in a matter that is being considered at a meeting of the Directors is not prohibited by the Law from being present at the meeting and voting, the Director may be present and vote, and is counted in a quorum, despite his or her interest.

111.3. Rules 111, 112, 113 and 114 operate in addition to the Listing Rules.

112. EXISTENCE OF INTEREST

112.1. A Director may to the extent permitted by the Law:

112.1.1. hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with the office of Director;

112.1.2. enter into contracts or arrangements or have dealings with the Company either as vendor purchaser mortgagee or otherwise;

112.1.3. enter into any contract with the Company giving the Director an option to take up shares in the Company; or

112.1.4. be interested in any contract, operation, undertaking or business entered into undertaken or assisted by the Company or in which the Company is or may be interested.

112.2. The Director is not because of entering into any relationship or transaction referred to in rule 112.1:

112.2.1. disqualified from the office of Director; or

112.2.2. liable to account to the Company for any profit arising from the relationship or transaction by reason of being a Director or of the fiduciary relationship between the Director and the Company.

112.3. For the purposes of rules 112.1 and 112.2 "**Company**" includes any subsidiary of the Company and any other company in which the Company or any subsidiary of the Company is or becomes a Shareholder or is otherwise interested.

113. DISCLOSURE OF INTEREST

113.1. To the extent, if any, required by the Law, the nature of the Director's interest as referred to in rule 112.1 must be disclosed by the Director before or at the meeting of Directors at which the question of entering into the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Directors after the Director becomes so interested.

114. FINANCIAL BENEFIT

114.1. To the extent, if any, required by the Law, a Director must ensure that the requirements of the Law are complied with in relation to any financial benefit given by the Company to

the Director or to any other related party of the Director by any act or transaction referred to in rule 112.1.

- 114.2. It is expressly declared that the Company must not make loans to Directors or provide guarantees or security for obligations undertaken by Directors except as may be permitted by the Law.

115. OTHER DIRECTORSHIPS AND SHAREHOLDINGS

- 115.1. A Director of the Company may be or become a Director, officer, employee or Member of any company promoted by the Company or in which it may be interested as a vendor, Shareholder or otherwise and is not accountable for any reasonable benefits received as a Director, officer, employee or Member of the other company.

- 115.2. Subject to the Law:

115.2.1. the Directors of the Company may exercise the voting power conferred by the shares or other interest held by the Company in another company in favour of a resolution appointing themselves or any of them as Directors or other officers of the other company;

115.2.2. any Director of the Company may vote at a meeting of Directors of the Company in favour of a resolution that the Company exercises its voting power conferred by the shares or other interest held by the Company in the other company to appoint that Director as a Director or other officer of the other company;

115.2.3. any Director of the Company may be appointed as representative of the Company and may vote at a general meeting of the other company in favour of a resolution appointing that Director as a Director or other officer of the other company; and

115.2.4. a Director of the Company who is also a Director of the other company may vote as a Director of the other company in whatever manner he or she thinks fit, including voting in favour of a resolution appointing the Director to any other office in the other company and a resolution appointing any other Directors of the Company as Directors or other officers of the other company.

116. NOTIFICATION TO ASX OF MATERIAL CONTRACTS

- 116.1. Despite rules 111, 112, 113, 114 and 115, while the Company is admitted to the Official List, where required by the Listing Rules the Company must advise ASX without delay of any material contract involving Directors' interests, including the names of the parties to the contract, the name of the Director (if not a party to the contract) interested in the contract, the particulars of the contract and the Director's interests in the contract.

INADVERTENT OMISSIONS

117. FORMALITIES OMITTED

- 117.1. If some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced any Member financially. The decision of the Directors is final and binding on all Members.

SECRETARY**118. TERMS OF OFFICE OF SECRETARY**

- 118.1. The Directors must, in accordance with the Law, appoint 1 or more secretaries.
- 118.2. A Secretary appointed by the Directors holds office for such term, at such remuneration and on such terms and conditions as the Directors determine.
- 118.3. The Directors may appoint a person as an acting secretary or as a temporary substitute for a Secretary.

MINUTES**119. MINUTES TO BE KEPT**

- 119.1. The Directors must cause minutes to be duly entered in books provided for the purpose. The minutes must record:
 - 119.1.1. the names of the Directors present at each meeting of the Directors and at any committee formed by the Directors;
 - 119.1.2. all orders resolutions and proceedings of general meetings and of meetings of the Directors and of committees formed by the Directors; and
 - 119.1.3. all matters required by the Law to be recorded in the books, including without limitation, disclosure of proxy votes, and all declarations made or notices given by any Director (either generally or specially) of his or her interest in any contract or proposed contract or of his or her holding of any office or property by which any conflict of duty or interest may arise.
- 119.2. Any minutes, if purporting to be signed by any person purporting to be the chairperson of the meeting or to be the chairperson of the next succeeding meeting, may be received in evidence without any further proof as sufficient evidence that the matters and things recorded by the minutes actually took place or happened as recorded and of their regularity in all respects and that they took place at a meeting duly convened and held.

SEAL**120. COMPANY SEAL**

- 120.1. The Company may use a seal and the following provisions will apply to any Seal.
- 120.2. The Directors must provide for the safe custody of the Seal.
- 120.3. The Seal may not be affixed to any document except by the authority of the Directors or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.
- 120.4. Every document to which the Seal is affixed must be signed by at least 1 Director and countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

121. AFFIXING OF SEAL BY INTERESTED DIRECTOR

- 121.1. A Director may sign or countersign as Director any instrument to which the Seal is affixed although the instrument relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature is effective in regard to compliance with the requirements of this Constitution as to the affixing of the Seal despite his or her interest.

122. OFFICIAL SEAL

- 122.1. The Company may have for use outside the state or territory where its Seal is kept 1 or more official seals each of which is a facsimile of the Seal with the addition on its face of the name of the place where it is to be used. Subject to the Law, an official seal must be used in the manner and for the purposes determined by the Directors.

123. SHARE SEAL

- 123.1. The Company may adopt a duplicate Seal to be known as the share seal which is a facsimile of the Seal with the substitution on its face of the words "Share Seal" or "Certificate Seal" for the words "Common Seal". Any certificate may be issued under the share seal and if so issued is deemed to be sealed with the Seal.

124. AFFIXING OF SHARE SEAL

- 124.1. The signature of any Director, Secretary or other person as referred to in the preceding rules and the share seal may be affixed by some mechanical or other means to certificates but if the signatures are affixed by mechanical or other means the certificate must bear evidence of examination by the auditor, or other person appointed for that purpose by the Company.

125. MEANING OF CERTIFICATE

- 125.1. For the purposes of the rules 123 and 124 "certificate" means a certificate in respect of shares, debentures, registered unsecured notes, convertible notes, certificates of debenture or any certificate or other document evidencing any options or rights to take up shares or other interests in the Company.

INSPECTION OF RECORDS**126. RIGHTS OF INSPECTION**

- 126.1. The Directors determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

127. CONFIDENTIAL INFORMATION

- 127.1. Except as provided by the Law, no Member (not being a Director) is entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret, secret process or other confidential information of or used by the Company.

DIVIDENDS AND RESERVES**128. DECLARATION OF DIVIDENDS BY DIRECTORS**

- 128.1. The Directors may from time to time declare and pay to the Members such dividends as appear to the Directors to be justified by the profits of the Company.
- 128.2. The Directors may determine that a dividend is payable without a general meeting of the Company and may fix:
- 128.2.1. the amount of payment;
 - 128.2.2. the time for payment; and
 - 128.2.3. the method of payment.

129. DECLARATION OF DIVIDENDS BY GENERAL MEETING

- 129.1. The Company in general meeting may declare a dividend to be paid to the Members according to their rights and interests in the profits and, subject to the Listing Rules, may fix the time for payment.
- 129.2. No larger dividend may be declared than is recommended by the Directors but the Company in general meeting may declare a smaller dividend.

130. SOURCE OF DIVIDENDS

- 130.1. No dividend may be paid otherwise than out of profits or as otherwise permitted by the Law.

131. POWER TO EMPLOY RESERVES

- 131.1. The Directors may, before declaring any dividend, set aside out of the profits of the Company those sums they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose to which the profits of the Company may be properly applied.
- 131.2. Pending any such application of reserves, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested as the Directors think fit.
- 131.3. The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

132. DISTRIBUTION OF DIVIDENDS

- 132.1. Subject to the rights of persons (if any) entitled to shares with special rights as to dividend and this rule 132.1, all dividends are apportioned and paid proportionately to the amounts paid or credited as paid on the shares.
- 132.2. If a share is issued on terms that it will rank for dividend as from a particular date, that share ranks for dividend only from that date.
- 132.3. Any amount paid up or credited as paid on a share during the period for which a dividend is declared only entitles the Holder of the share to an apportioned amount of the dividend as from the date of payment.
- 132.4. Despite any other provision of this rule 132.4 the Holder of a partly paid share must not be entitled to a greater proportion of the dividend than the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited). In this rule 132.4 amounts paid in advance of a call are ignored when calculating the proportion.
- 132.5. Any amount paid or credited as paid on a share in advance of a call is not to be taken for the purpose of this rule 132.5 to be paid or credited as paid on the share until the due date for payment.

133. INTEREST

- 133.1. Dividends do not bear interest against the Company.

134. DEDUCTIONS FROM DIVIDENDS

- 134.1. The Directors may deduct and retain from any dividend payment to a Member all sums of money (if any) presently payable by the Member to the Company on account of calls in relation to shares in the Company and may apply the amount deducted in or towards satisfaction of the debts or liabilities in respect of the calls.

135. UNCLAIMED DIVIDENDS

- 135.1. All dividends unclaimed for 1 year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed or until the money becomes payable to some official under any law relating to unclaimed money.

136. ENTITLEMENT TO DIVIDENDS

- 136.1. Subject to this Constitution, all dividends and interest belong and must be paid (subject to any lien of the Company) to those Members whose names are on the Register at the date at which the books are closed for the purpose of the payment of such dividend or interest, or at such other date as the Directors determine.

137. PAYMENT OF DIVIDENDS ON TRANSMISSION

- 137.1. The Directors may retain the dividends payable on any share in respect of which any person is under rule 37 entitled to become registered as Holder until registration has been effected.

138. PAYMENT OF DIVIDENDS BY ASSET DISTRIBUTION

- 138.1. The Directors, or any general meeting on the recommendation of the Directors, may, when declaring a dividend direct payment of the dividend wholly or partly by the distribution of specific assets, and in particular of paid-up shares, debentures or debenture stock of any other company or in any 1 or more of those ways.
- 138.2. Where a difficulty arises in regard to a distribution referred to in rule 138.1, the Directors may settle the matter as they think expedient and fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments will be made to any Members on the basis of the value so fixed in order to adjust the rights of all parties, and may vest any of those specific assets in trustees as the Directors consider expedient.

139. ADMINISTRATION OF DIVIDEND PAYMENTS

- 139.1. Any dividend, interest or other money payable in cash in respect of shares may be paid:
- 139.1.1. directly into an account, with a bank or some other financial institution, that the Holder or joint holders in writing directs or direct; or
 - 139.1.2. by cheque sent through the post directed to:
 - 139.1.2.1. the address of the Holder as shown in the Register, or in the case of joint holders, the address shown in the Register as the address of the joint holder first named in the Register; or
 - 139.1.2.2. to any other address that the Holder or joint holders in writing directs or direct.
- 139.2. The cheque must be made payable to the person to whom it is sent and may be made payable to bearer.
- 139.3. Any 1 of 2 or more joint holders may give effectual receipts for any dividends, interest or other money payable in respect of the shares held by them as joint holders.

140. POWER TO MAKE CONCURRENT CALL

- 140.1. The Directors, when declaring a dividend, may make a call on the Members of such amount as they may fix but so that the call on each Member does not exceed the dividend payable to the Member and so that the call is made payable at the same time as the

dividend and the dividend may, if so arranged between the Company and the Member, be set off against the call.

CAPITALISATION OF PROFITS

141. POWER TO CAPITALISE PROFITS AND RESERVES

- 141.1. The Directors may resolve that it is desirable to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members, and may resolve to apply the sum, in any of the ways mentioned in rule 142, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend and that distribution or payment must be accepted by the Members in full satisfaction of their interests in the capitalised sum.

142. METHODS OF CAPITALISATION

- 142.1. Subject to the Law, the ways in which a sum may be applied for the benefit of Members under rule 141 are:
- 142.1.1. in paying up any amounts unpaid on shares held by Members;
 - 142.1.2. in issuing shares or debentures to be issued to Members as fully paid;
 - 142.1.3. partly as mentioned in rule 142.1.1 and partly as mentioned in rule 142.1.2; or
 - 142.1.4. in any other way permitted by the Law or this Constitution.

143. DIRECTORS' POWERS UPON CAPITALISATION

- 143.1. The Directors must do all things necessary to give effect to the resolution referred to in rule 141 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:
- 143.1.1. issue fractional certificates or make cash payments in cases where shares, debentures or unsecured notes become issuable in fractions;
 - 143.1.2. fix the value for distribution of any specific assets or any part of them;
 - 143.1.3. determine that cash payments be made to any Members upon the footing of the value so fixed or that fractions may be disregarded in order to adjust rights of all parties;
 - 143.1.4. vest any cash or specific assets in trustees upon trust for the persons entitled to the dividend or capitalised fund; and
 - 143.1.5. authorise any person to make, on behalf of the Members concerned, an agreement with the Company providing:
 - 143.1.5.1. in the case of Members entitled to any further shares or debentures upon the capitalisation, for the issue to them, credited as fully paid up, of the further shares or debentures; and
 - 143.1.5.2. in the case of Members entitled to have the amounts or any part of the amounts remaining unpaid on their existing shares paid up by the Company upon the capitalisation, for the payment up by the Company on their behalf of those amounts remaining unpaid on their existing shares;
- by the application of their respective proportions of the sum resolved to be capitalised.

- 143.2. Any agreement made under an authority referred to in rule 143.1 is effective and binding on all the Members concerned.

DIVIDEND REINVESTMENT, BONUS SHARE AND EMPLOYEE INCENTIVE PLANS

144. DIVIDEND REINVESTMENT, BONUS SHARE AND EMPLOYEE INCENTIVE PLANS

- 144.1. A general meeting of the Company or the Directors may:
- 144.1.1. establish 1 or more plans (“**Plan**”) under which some or all Members may from time to time elect in terms of 1 or more of the following for a period or periods as provided in the Plan:
 - 144.1.1.1. that dividends to be paid in respect of some or all of the shares from time to time held by the Members may be satisfied by the issue of fully paid ordinary shares;
 - 144.1.1.2. that dividends are not to be declared or paid in respect of some or all of the shares from time to time held by the Member, but that the Member is to receive an issue of fully paid ordinary shares; or
 - 144.1.1.3. that shares be offered or issued to some or all employees of the Company whether or not for consideration; and
 - 144.1.2. vary, suspend or terminate the Plan.
- 144.2. Any Plan has effect in accordance with its terms and the Directors must do all things necessary and convenient for the purpose of implementing the Plan, including, without limitation, the making of each necessary allotment of shares and of each necessary appropriation, capitalisation, application, payment and distribution of funds which lawfully may be appropriated, capitalised, applied, paid or distributed for the purpose of the allotment.
- 144.3. For the purpose of giving effect to any Plan, the Directors may make an appropriation, capitalisation, application, payment or distribution and the powers of the Directors may be exercised (and with adjustments as may be required) even if only some of the Members or holders of shares of any class participate in the appropriation, capitalisation, application, payment or distribution.
- 144.4. In offering opportunities to Members or employees to participate in any Plan, the Directors may give any information that in their opinion may be useful to assist Members or employees in assessing the opportunity and making requests to their best advantage. The Directors, the Company and its officers are not responsible for, nor are they obliged to provide, any legal, taxation or financial advice in respect of the choices available to Members or employees.
- 144.5. The Directors are under no obligation:
- 144.5.1. to admit any Member or employee as a participant in any Plan; or
 - 144.5.2. to comply with any request made by a Member or employee who is not admitted as a participant in any Plan.
- 144.6. In establishing and maintaining any Plan, the Directors must act in accordance with this Constitution and may exercise all or any of the powers conferred on them by the terms of any such Plan, by this Constitution or by the Law.

NOTICES

145. SERVICE OF NOTICES

- 145.1. Subject to this Constitution a notice may be given by the Company to any Member either by serving it on the Member personally or by sending it by post or facsimile transmission or other means that ensures it is received quickly to the Member at the address shown in the Register or the address or facsimile number supplied by the Member to the Company for the giving of notices.

146. METHOD OF SERVICE

- 146.1. If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to be effected on the next business day after the date of its posting. A notice or other document sent by post to an overseas Shareholder must be forwarded by airmail.
- 146.2. If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it to the number supplied to the Company for that purpose and to be effected on the next business day after the date of its transmission unless:
- 146.2.1. the Company's facsimile machine fails to issue a transmission report which shows that the relevant number of pages comprised in the notice has been sent; or
 - 146.2.2. the addressee notifies the Company immediately that the notice was not fully received in a legible form.
- 146.3. For the purpose of this rule 148 "**business day**" means a day that is not a Saturday, Sunday or other day which is a public holiday or a bank holiday in the place where the Company has its Office.
- 146.4. A certificate signed by any manager, Secretary or other officer of the Company that the notice was posted or given in accordance with this rule 148 is conclusive evidence of the matter.

147. NOTICE TO JOINT SHAREHOLDERS

- 147.1. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.

148. NOTICE UPON TRANSMISSION

- 148.1. It is not necessary to give notice of meetings to any person entitled to a share by transmission unless such person has been duly registered as a Member of the Company.

149. CONSTRUCTIVE NOTICE

- 149.1. Every person who by operation of law, transfer or any other means becomes entitled to any share is bound by every notice in respect of the share which, before his or her name and address is entered on the Register, has been duly given to the person from whom he or she derives title or to any previous Holder of the share.

150. PERIOD OF NOTICE

- 150.1. Subject to the Law and this Constitution where a specified number of days' notice or notice extending over any period is required to be given the day of service is not, but the day upon which the notice will expire is, included in the number of days or other period. The accidental omission to give any notice of a meeting to any Member or the non-receipt by any Member of any notice does not invalidate the proceedings at any meeting.

151. SERVICE UPON COMPANY AND MEMBERS

- 151.1. Every summons, notice, order or other document required to be served upon the Company or upon any officer of the Company may be served by leaving it at the Office.
- 151.2. All summonses, notices, processes, orders and judgments in relation to any proceedings by the Company or its liquidators against any Member may be served by security post and the provisions set out above as to notices apply with the necessary changes and service in this manner is considered for all purposes to be personal service.

152. FORM OF SIGNATURE

- 152.1. The signature to any notice to be given by the Company may be written or printed or stamped.

INDEMNITY AND INSURANCE**153. INDEMNITY**

- 153.1. To the extent permitted by the Law, the Company indemnifies:
- 153.1.1. every person who is or has been an officer of the Company; and
 - 153.1.2. where the Directors consider it appropriate to do so, any person who is or has been an officer of a related body corporate of the Company;
- against any liability incurred by that person in his or her capacity as an officer of the Company or of the related body corporate (as the case may be):
- 153.1.3. to any other person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
 - 153.1.4. for costs and expenses:
 - 153.1.4.1. in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; and
 - 153.1.4.2. in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the Law.

154. INSURANCE

- 154.1. The Company may, where the Directors consider it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against any of the following liabilities incurred by the person as such an officer, namely:
- 154.1.1. any liability which does not arise out of conduct involving:
 - 154.1.1.1. a wilful breach of duty in relation to the Company; or
 - 154.1.1.2. without limiting rule 156.1(1)(a), a contravention of section 182 or 183 of the Law; and
 - 154.1.2. any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in rule 154.1.
- 154.2. In the case of a Director, any premium paid pursuant to this rule 154.2 is paid in addition to remuneration paid to that Director by the Company pursuant to these rules.

155. DIRECTOR VOTING ON CONTRACT OF INSURANCE

- 155.1. Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate.

156. LIABILITY

- 156.1. No officer of the Company is liable for the act, neglect or default of any other officer or for joining in any act or conformity or for any other loss, expense or damage whatever which arises in the execution of the duties of his or her office unless the same arises through his or her own negligence, default, breach of duty or breach of trust.

157. MEANING OF "OFFICER"

- 157.1. For the purposes of rules 153, 154, 155 and 155, "officer" means a Director, Secretary or executive officer.

WINDING UP**158. SHAREHOLDERS' RIGHTS ON DISTRIBUTION OF ASSETS**

- 158.1. If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set the value the liquidator considers fair upon any property to be so divided and may, subject to the Law and the Listing Rules, determine how the division is to be carried out as between the Members or different classes of Members.
- 158.2. The liquidator may, with the sanction of a special resolution, vest the whole or any part of the property referred to in rule 158.1 in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no Member is compelled to accept any shares or other securities on which there is any liability.
- 158.3. If the Company ceases to carry on business within 12 months after its incorporation, shares issued for cash rank in the distribution, to the extent of the capital contributed by subscribing Shareholders, in priority to shares issued to vendors or promoters or both for consideration other than cash.
- 158.4. If at the commencement of a winding up the Company has Vendor Securities on issue which are subject to the escrow restrictions of the Listing Rules, then on a distribution of assets of the Company to members the share capital constituting those Vendor Securities shall rank behind all other share capital for repayment of the nominal amount thereof.

159. REMUNERATION OF LIQUIDATOR

- 159.1. The Company in general meeting must not fix the remuneration to be paid to a liquidator pursuant to the Law unless at least 14 days' notice of the meeting has been given to the Members and the notice has specified the amount of the proposed remuneration of the liquidator.

ASX LISTING RULES**160. RESTRICTED SECURITIES**

- 160.1. Despite any other provision in this Constitution:
- 160.1.1. the Company must comply with and enforce a restriction agreement and enforce this Constitution to ensure compliance with the requirements of the Listing Rules or ASX for Restricted Securities;

- 160.1.2. Restricted Securities cannot be disposed of during the escrow period except as permitted by the Listing Rules or ASX;
- 160.1.3. the Company must refuse to acknowledge a disposal (including registering a transfer) of Restricted Securities during the escrow period except as permitted by the Listing Rules or ASX; and
- 160.1.4. during a breach of the Listing Rules relating to Restricted Securities, or a breach of a restriction agreement, the Holder of the Restricted Securities is not entitled to any dividend or distribution, or voting rights, in respect of the Restricted Securities.

161. PARAMOUNT EFFECT OF LISTING RULES

161.1. If the Company is admitted to the Official List of ASX, the following provisions apply:

- 161.1.1. Notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done.
- 161.1.2. Nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done.
- 161.1.3. If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- 161.1.4. If the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision.
- 161.1.5. If the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision.
- 161.1.6. If any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.